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On Common Ground

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On Common Ground

Robert M. Tobiasse*

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I. INTRODUCTION

The World Trade Organization (WTO) Agreements represent a common effort at the international level to improve economic conditions through free trade. Members of the WTO conduct these endeavors with a view to raising standards of living, ensuring full employment while creating a large and steadily growing volume of real income and effective demand, and expanding the production of and trade in goods and services. As a result, consumers benefit from the increased choices of goods available for purchase. In the context of wine and spirits, consumers have expectations their purchases. Even though the various WTO

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Agreements¹ rarely use the term “consumer,” a close examination reveals that the WTO Agreements clearly advance important interests of the wine and spirits consumers. These Agreements contain rules and principles that reflect a common ground of understanding among all of the countries participating in the multilateral trading system functioning under the auspices of the WTO.

A. World Trade Organization Agreements

The WTO represents a major achievement in reaching an agreement on common rules and understandings. Having a common ground will encourage trade and economic development which will benefit all countries or customs territories in the multilateral trading system. The Agreements cover goods, services, intellectual property, and agriculture. Since a considerable part of this millennium has been forged by commercial endeavors, it is therefore only fitting that the millennium closes with a grand achievement in the establishment of a comprehensive approach to international free trade.

Much time could be spent discussing how countries may disagree about the Agreements. It may even be argued that there is no agreement on how to refer to the WTO Agreements. For example, many people on the west side of the Atlantic Ocean refer to the WTO Agreements as the “Uruguay Round Agreements” in recognition of the fact that the negotiations commenced in Punte del Este, Uruguay in September 1986. In contrast, many in Europe refer to the WTO Agreements as the “Marrakesh Agreements” in recognition of the signing of the Final Act at the Marrakesh Ministerial Meeting in April 1994. Rather than stressing differences, this paper focuses on the common ground that the rules, objectives, and principles laid out in the Agreements represent. In effect, the Agreements are a common understanding of the rights and obligations of all trading partners that are WTO Members. These WTO Agreements represent a consensus among countries that come from different traditions of economic and commercial philosophies.² The various WTO Agreements represent a “rule oriented” approach³ to international trade, in contrast to the pre-General Agreement on Tariffs and Trade tradition of

1. In the context of this paper, “Agreements” refers to the “Final Act Embodying the Results of the Uruguay Round of Multilateral Round of Trade Negotiations Done at Marrakesh” and the individual Agreements in Annex 1, Annex 2, and Annex 3. See “The Results of the Uruguay Round of Multilateral Trade Negotiations: The Legal Texts” [World Trade Organization] (1995).

2. Efforts to reconcile economic differences in order to ensure common access and economic growth arise in various contexts. For an interesting discussion of this in the context of the establishment of the European Economic Community. See F. DUCHENE, JEAN MONNET: THE FIRST STATESMAN OF INTERDEPENDENCE 181–225 (1994) (analyzing the reconciliation of, *inter alia*, cartels, pricing mechanisms, output quotas, and competition in the context of the establishment of the European Economic Community).

3. See J.H. JACKSON, THE WORLD TRADE ORGANIZATION CONSTITUTION AND JURISPRUDENCE 59–72 (1998) (discussing the nature of a “rule orientation” to international trade disputes, as contrasted with the “conciliation and negotiation” approach).

international trade relations based completely on negotiations between individual or regional trading partners. The Agreements thus embody the rights and obligations of all multilateral parties in a transparent and clear-cut fashion.

This paper analyzes how some of the specific rules of these WTO Agreements recognize the right of governments to protect the interests of consumers.⁴ For wines and spirits, the interests of consumers are three-fold. First, consumers are interested in accurate, truthful, and adequate information about wines and spirits products. Second, consumers expect these wines and spirits to meet certain guarantees. These expectations are based on trademarks, geographical indications, and other traditional information that appear on the labels or packages of wines and spirits. Third, consumers are interested in production practices, which are based on the objective science of public health and safety.

This paper focuses on the Agreement on Trade Related Aspects of Intellectual Property (TRIPS), Agreement on Technical Barriers to Trade (TBT), Agreement on Sanitary and Phyto-sanitary (SPS), and Agreement on Rules of Origin (ARO) and determines how individual rules in such agreements enable governments to address consumer interests.⁵ In addition, this paper evaluates the fundamental WTO rules for resolving conflicts between multilateral trading partners. Under the WTO framework, resolution of conflicts is achieved by requiring: transparency in regulatory systems, dispute settlement requirements, and approaches (including harmonization, equivalence, and mutual recognition agreements). This paper then examines whether this WTO framework adequately enables governments to address such consumer interests for wines and distilled spirits.

II. INDIRECT CONSUMER INTERESTS

Initially, it is interesting to note that the WTO Agreements rarely refer to the "consumer." Some of the Agreements refer to the "public" and others refer to "interested parties;" in both cases these terms include consumer. For example, Article 23.3⁶ on homonymous names expressly refers to "consumers" whereas

4. See WORLD TRADE ORGANIZATION, *TRADING INTO THE FUTURE* 5 (1998) (identifying five principles underlying the Agreements). The trading system should be (1) without discrimination, (2) free of trade barriers, (3) predictable, (4) more competitive, and (5) more beneficial for less developed countries. See *id.*

5. See generally 1 H.R. Doc. No 103-316 (1994) (explaining the views of the United States government on WTO Agreements); see also A. BENSCH ET AL., *FROM THE GATT TO THE WTO: THE EUROPEAN COMMUNITY IN THE URUGUAY ROUNDS* (discussing the viewpoint of several officials representing the European Union in the negotiations resulting in the WTO Agreements).

6. See Agreement on Trade-Related Aspects of Intellectual Property Rights Article 23.3 <<http://www.wto.org/wto/intellect/1-ipcon.htm>> [hereinafter TRIPS]. Article 23.3 states:

In the case of homonymous geographical indications for wines, protection shall be accorded to each indication, subject to the provisions of paragraph 4 of Article 22. Each Member shall determine the practical conditions under which the homonymous indications in question will be differentiated from each other, taking into account the need to ensure the equitable treatment of the producers and that consumers are not misled.

Article 22.2⁷ refers to the “public” when the broad focus is consumers. Because the purpose of the WTO Agreements is to enhance the multilateral trading system, it is not surprising that references to consumers are sparse. Nevertheless, even though the term “consumer” rarely appears in the various WTO Agreements, a close examination of the articles reveals that the Agreements, in fact, advance the interests of consumers.

A. *Rule Oriented Approach*

As previously discussed, the Agreements represent a rule oriented approach to trade rights and obligations. That is, the Agreements establish rules that apply to all WTO Members according to the terms of the “Final Act Embodying the Results of the Uruguay Round of Multilateral Round of Trade Negotiations Done at Marrakesh” (Final Act). The uniform application of rules under the rule oriented approach gives stability and certainty to the trade in goods and services. This certainty is important to consumers because it provides them a sense of confidence that their expectations about goods, such as wine and spirits, will be met. Likewise, producers trading in the world markets also benefit from the stability and certainty of trade.

This is not to say that the WTO Agreements do not recognize the role of negotiations. But where the articles do provide for negotiations, the aim is to establish rules or a framework, as opposed to the use of negotiations to settle a dispute in a particular claim. For example, the ARO has guidelines that are the basis for negotiated rules.⁸ Article 23.4 of the TRIPS Agreement envisions negotiations aimed at establishing a system of notification and registration of geographical indications for wines and spirits that will facilitate or help WTO members in providing protection for such geographical indications.

B. *Consumer Interest In Accurate Information*

Even though neither the ARO nor Article 23.4 of the TRIPS Agreement refer to “consumers,” they both have functions that advance consumer interests. The ARO facilitates consistency and transparency by including numerous disciplines

(emphasis added).

7. See *id.* art. 22.2. Article 22.2 states, in part,

In respect of geographical indications, Members shall provide the legal means for interested parties to prevent: (a) the use of any means in the designation of presentation of a good that indicates that the good in question originates in a geographical area other than the true place of origin in a manner that misleads the *public* as to the geographical origin of the good

(emphasis added); see also *id.* at art. 22.4, 24.8 (referring to the “public”).

8. See 19 C. F. R. 134 (codifying the existing country of origin marking requirements in the United States).

with regard to how countries render determinations on origin of products.⁹ The ARO also established a work program which ultimately envisions a multilateral harmonization of the rules used to determine origin of goods, including wines and spirits.¹⁰ Similarly, Article 23.4¹¹ of the TRIPS Agreement provides for negotiations concerning the establishment of a multilateral system of notification and registration of geographical indications for wines and spirits. The purpose of the system is to facilitate WTO members in implementing the protection for geographical indications for wine and spirits.¹² The notification and registration system is not intended to increase obligations but is designed to assist WTO members in administering and enforcing the existing protections for geographical indications. In particular, once established, such a system would be a resource of valuable information which governments could refer to in determining the proper use of a geographical indication on the label of a wine or spirit product that is imported from another WTO member participating in the system. The system's information could be made accessible by the Internet. For example, a regulatory agency in the United States could use this database system to determine whether an appellation of origin appearing on a label of a wine from a WTO member participating in the system is a recognized geographical indication in that member. Such a system could also benefit consumers because their governments can better oversee the use of foreign geographical indications on imported wines through access to this information. However, even though the WTO Agreements clearly enable governments to advance consumer interests, nowhere in the article does a reference to "consumer" appear.

9. See Agreement on Rules of Origin, Article 9, available at <<http://www.jus.uio.no/lm/wta.1994/ii1a1a11.html>> [hereinafter Rules of Origin].

10. See *id.* art. 4.

11. See *id.*

12. While Article 23.4 of the Agreement on Trade Related Aspects of Intellectual Property does not refer to spirits, the Ministerial Declaration from the Singapore meeting states "the Council will initiate . . . preliminary work on issues relevant to the negotiations specified in Article 23.4 of the TRIPS Agreement . . . for wines. Issues relevant to a notification and registration system for spirits will be part of this preliminary work." Proposal for a Multilateral System for Notification and Registration of Geographic Indications for Wines and Spirits Based on Article 23.4 of the TRIPS Agreement, WTO Document IP/C/W/133, n.2, Mar. 11, 1999 [hereinafter Proposal for a Multilateral System]. On July 28, 1998, the European Communities and their Member States presented a proposal entitled "Proposal for a Multilateral Register of Geographical Indications for Wines and Spirits Based on Article 23.4 of the TRIPS Agreement." Proposal for a Multilateral System, WTO Document IP/C/W/107, Jul. 28, 1998. On March 11, 1999, Japan and the United States presented a proposal entitled "Proposal for a Multilateral System for Notification and Registration of Geographical Indications for Wines and Spirits Based on Article 23.4 of the TRIPS Agreement," Proposal for a Multilateral System, WTO Document IP/C/W/133, Mar. 11, 1999. Both proposals are pending before the TRIPS Council.

III. KNOWLEDGE, UNDERSTANDINGS, AND EXPECTATIONS OF THE CONSUMER

The various Agreements also enable governments to take into account the extent of the consumer's level or degree of knowledge about wine. Obviously, some consumers have a greater knowledge about the geographical indications associated with wine labels or a greater degree of knowledge about the production practices used. Based on this, consumers have various expectations about products. In many ways, the Agreements enable governments to address these different levels of knowledge or awareness of the consumer.

A wine consumer may be merely interested in the country of origin of the wine or may be interested in the more limited appellation of origin of the wine. For example, a consumer may view a label on a bottle of wine from the Mendoza region in Argentina or the Mosel region in Germany. Not all consumers will recognize the names Mendoza or Mosel. Under the ARO, however, those consumers will see and understand a reference to Argentina or Germany. Other consumers who have a greater degree of knowledge about wines will recognize the names Mendoza or Mosel alone. In addition, the Agreement on TRIPS protect the proper use of the names Mendoza and Mosel. In both situations, the consumer receives accurate information about the origin of the wine.

A. *Geographical Indications*

Various provisions in Article 24 of the Agreement on TRIPS enable governments to meet consumer expectations and perceptions. Article 24 contains exceptions or special rules on the use of geographical indications. These provisions recognize both consumer expectations and commercial realities. In particular, Article 24.6 allows one WTO member to use on goods that is a geographical indication in a second WTO member where that geographical indication is the relevant term used in the customary and common language of the first WTO member.¹³ Article 24.6 embodies the recognition that consumers in some countries have come to know a good by a name that is also a geographical indication in

13. See TRIPS, *supra* note 6, art. 24.6. Article 24.6 states:

Nothing in this Section shall require a Member to apply its provisions in respect of a geographical indication of any other Member with respect to goods or services for which the relevant indication is identical with the term customary in the common language as the common name for such good or services in the territory of that Member. Nothing in the Section shall require a Member to apply its provisions in respect of a geographical indication of any other Member with respect to products of the vine for which the relevant indication is identical with the customary name of a grape variety existing in the territory of that member as of the date of entry into force of the WTO Agreement.

another country. Semi-generic and generic wine names are some examples here.¹⁴ Because these names are the customary and common names for the wine or spirits, the consumer's expectation is met and the consumer is not misled. Article 24.6 also embodies this principle for grape variety names by recognizing that consumers have come to recognize wine names based on a grape variety as describing the type of wine and not the geographical origin that may be part of the grape name. Some examples are the grape names "Missouri Riesling," "Ontario," and "Melon de Bourgogne."

The provisions of Article 24 also balance the interest of producers in a manner that should not adversely impact a consumer's perception of the geographical origin of the product. Some provisions, like Article 23.3¹⁵ on homonymous geographical indications for wine, expressly recognize this balancing by referencing both the interests of producers and consumers, while other provisions focus on the interests of producers alone. Articles 24.4¹⁶ and 24.5¹⁷ embody the protection of the interests of producers. These provisions expressly allow the continued use of representations of goods and trademarks containing geographical indications for products not originating in such areas. The articles recognize the commercial reality that producers, who have established reputations and goodwill through these trademarks and representations, should not be deprived of the use of their trademarks. The frameworks of Articles 24.4 and 24.5 are also consistent with Article 16 on the

14. A semi-generic wine name is a name of geographical significance which is also the designation of a class and type of wine and for which an appellation of origin must appear on the wine label in direct conjunction with the wine name. Examples of semi-generic wine names are Angelica, Burgundy, Claret, Chablis, Champagne, Chianti, Malaga, Marsala, Madeira, Moselle, Port, Rhine Wine (syn. Hock), Sauterne, Haut Sauterne, Sherry, and Tokay. See 27 C. F. R. §§ 4.24(b), 24.257(c); see also 26 U. S. C. § 5388(c); 27 U. S. C. § 205(e); *The Inst. Nat'l Des Appellations D'Origine v. Vintners Int'l Co., Inc.*, 958 F.2d 1574 (Fed. Cir. 1992). A generic wine name is a geographical name which is also the designation of a class and type of wine but does not require an appellation of origin in direct conjunction. Examples of generic wine names include Vermouth and Sake. See 27 C. F. R. § 4.24(a).

15. See TRIPS, *supra* note 6 (providing the text of Article 23.3).

16. See *id.* art. 24.4. Article 24.4 states:

Nothing in this Section shall require a Member to prevent continued use and similar use of a particular geographical indication of another Member identifying wines or spirits in connection with goods or services by any of its nationals or domiciliaries who have used that geographical indication in a continuous manner with regard to the same or related goods or services in the territory of that Member either (a) for at least 10 years preceding April 15, 1994 or (b) in good faith preceding that date.

Semi-generic and generic wine names may also be within the coverage of this provision. See *supra* note 14.

17. See *id.* art. 24.5. Article 24.5 states:

Where a trademark has been applied for or registered in good faith, or where rights to a trademark have been acquired through use in good faith either:

- (a) before the date of application of these provisions in that Member as defined in Part VI; or
- (b) before the geographical indication is protected in its country of origin; measures adopted to implement this Section shall not prejudice eligibility for or the validity of the registration of a trademark, or the right to use a trademark, on the basis that such a trademark is identical with, or similar to, a geographical indication.

exclusive rights of the trademark owner.¹⁸ Both articles presume, in a reasonable manner, that consumers are acquainted with these trademarks and representations and do not perceive them as being geographical indications.

All must agree that consumers do not assume that every geographical term they see on a label of a wine or spirit is an indication of origin. The purpose for using the geographical term, and the nature of the total presentation on the label, determines whether the consumer will perceive the geographical term as a representation of origin of the product. The definition of "geographical indications" in Article 22.1 of the Agreement on TRIPS mandates this conclusion. That definition states:

Geographical indications are, for the purposes of this Agreement, *indications which identify a good as originating in the territory of a Member, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin.*¹⁹

It is clear that the geographic term on a product must be used to identify the origin of the good in order to be a geographical indication within the meaning and coverage of the Agreement on TRIPS.

B. Health Concerns

The third area of consumer interests is the production process. When purchasing a food product, consumers want assurance that the product meets scientific health standards. The SPS never uses the term "consumer," but contains the provisions that, perhaps, have the most bearing on consumer interests in this regard. Essentially, the Agreement on SPS contains basic rules for food safety and animal and plant health standards. These basic rules are relevant to enological practices in wine making. While WTO Members are authorized to set their own standards, the Agreement on SPS requires that the standards must be based on science. This point cannot be overemphasized. The rules and principles in dealing with treatments, processes and additives in foods require that these measures must have a scientific foundation. This is based on the recognition that sanitary and phytosanitary measures by their very nature restrict trade. As a result, they have the

18. See *id.* art. 16.1. Article 16.1 states

The owner of a registered trademark shall have the exclusive right to prevent all third parties not having the owner's consent from using in the course of trade identical or similar signs for goods or services which are identical or similar to those in respect of which the trademark is registered where such use would result in a likelihood of confusion. In case of the use of an identical sign for identical goods or services, a likelihood of confusion shall be presumed. The rights described above shall not prejudice any existing prior rights, nor shall they affect the possibility of Members making rights available on the basis of use.

19. *Id.* art. 22.1 (emphasis added).

potential for functioning as a disguised protectionist trade barrier. The WTO has recognized this fact in a publication that explains the purpose of the Agreement on SPS.

[G]overnments are sometimes pressured to go beyond what is needed for health protection and to use sanitary and phytosanitary restrictions to shield domestic producers from economic competition. Such pressure is likely to increase as other trade barriers are reduced as a result of the Uruguay Round agreements. A sanitary or phytosanitary restriction which is not actually required for health reasons can be a very effective protectionist device, and because of its technical complexity, a particularly deceptive and difficult barrier to challenge.²⁰

1. Harmonization and Equivalence of Safety Measures

The Agreement on SPS recognizes the need for both harmonization²¹ and equivalence²² of these health measures. Harmonization can arise from adoption by countries of standards set by international organizations, provided those standards are based on science. Any reliance on grounds other than science, such as traditions, will discount or destroy the credibility of the standards organization. These other grounds would also be viewed as a disguised trade protectionist action and not a scientific standard.

Moreover, the Agreement on SPS acknowledges that WTO members may have established different standards based on science that, nevertheless, provide the same level of food safety protection. Article 4 of the Agreement on SPS, therefore, requires an importing WTO member to accept the measures adopted by an exporting WTO member as the equivalent of their own standard if the exporting WTO member demonstrates that the standard achieves the importing WTO member's appropriate level of protection. This equivalence provision provided for in Article 4.2 of the Agreement on SPS mandates WTO members to, upon request, enter into consultations with the aim of reaching bilateral or multilateral agreements on recognition of the equivalence of specific sanitary or phytosanitary measures. Such agreements could cover equivalence of enological practices to the extent that "enological practices" are measures to ensure food safety or human health. In these cases, the interests of consumers remain protected because the consumer is assured that the standard in the other WTO member results in a food product that possesses the equivalent level of food safety based on scientific grounds. To the extent they are technical regulations, the provisions of the Agreement on TBT govern.

20. World Trade Organization, 1998, WTO Agreement Series: Sanitary & Phytosanitary Measures, 6 [hereinafter SPS].

21. *See id.* art. 3.

22. *Id.* art. 4.

2. Transparent Technical Standards

Technical standards, including enological practices, are also evaluated under the Agreement on TBT. The purpose of this Agreement is to ensure that technical regulations or standards establishing product characteristics and production methods (including packaging, marking or labeling relating to production practices) do not create unnecessary obstacles to international trade. Technical standards are important for preventing consumer deception and enhancing trade, but at the same time, arbitrary standards could be used as an excuse for protectionism. The Agreement on TBT recognizes the prevention of deceptive practices as one of the legitimate objectives of a technical regulation.²³ One of the primary ways that the Agreement on TBT seeks to prevent the protectionist use of technical standards is the use of transparent procedures to promulgate technical standards. This procedure applies in a situation where the WTO member plans to adopt a standard or technical regulation where no relevant international standard exists or where the WTO member's standard will differ in technical content from the relevant international standard. The provisions require a WTO member to publish for comment any proposed technical regulation or standard that will have a significant effect on trade.²⁴ The WTO member is further required to explain the objective and provide a rationale for the proposed standard. The philosophy here is that the adoption of the standard in an "open discussion" will hinder the protectionist use of technical standards. Additional elucidation of what is meant by a deceptive practice will be left to panel reports rendered through the dispute resolution process.

One point must be stressed here. In assessing the potential for consumer deception, it is fair to assume that consumers know that products from another country are produced based on practices established in the country of origin. Consumers do not necessarily assume that wines from the United States, France, Germany, Italy, Spain, Portugal, Argentina, Chile, South Africa, New Zealand, and Australia are all produced in an identical manner. Even within the European Union it is recognized that there are differences between the wine production practices among the member states. For example, different enological practices are allowed

23. See Agreement on Technical Barriers to Trade Article 2.2 [hereinafter TBT]. Article 2.2 states: Members shall ensure that technical regulations are not prepared, adopted or applied with a view to or with the effect of creating unnecessary obstacles to international trade. For this purpose, technical regulations shall not be more trade-restrictive than necessary to fulfil a legitimate objective, taking account of the risks non-fulfilment would create. Such legitimate objectives are, inter alia, national security requirements; the prevention of deceptive practices; protection of human health or safety, animal or plant life or health, or the environment. In assessing such risks, relevant elements of consideration are, inter alia: available scientific and technical information, related processing technology or intended end-uses of products.

See also *id.* art. 5.4.

24. See *id.* art. 2.9 (providing the details of the notice and comment procedure). There is a special provision under which a WTO member may omit some of these steps in the event of a urgent problem of safety, health, environmental protection or national security. *Id.* art. 2.10.

within different regions and internal derogations are permitted.²⁵ Consumers understand that these differences exist. Therefore, when a European consumer purchases a bottle of wine from the United States, he or she knows that it is produced in accordance with United States practices and standards. Likewise, the United States national who purchases a bottle of wine from Germany is similarly aware that it meets German wine making practices. In both cases, the expectations and perceptions of consumers are met and it is unlikely that consumers are deceived by the fact that one country allows an enological practice that is not used in another country. To the extent that the use of a specific enological practice used in making wine is important to a consumer, that consumer can make sufficient inquiry to determine whether a specific enological practice is used by the country of origin.

IV. ENFORCEMENT MECHANISMS

As a result of the provisions of the WTO Agreements, consumers have limited enforcement mechanisms. One area where a consumer of wines or spirits has an enforcement option is Article 23.1 of the TRIPS Agreement. That article requires that a WTO member provide the "legal means for interested parties to prevent use of a geographical indication identifying wines for wines not originating in the place indicated by the geographical indication in question or identifying spirits for spirits not originating in the place indicated by the geographical indication in question." Although Article 23.1 does provide a definition of "interested parties," it is broad enough to include consumers as well as producers or National Governments.²⁶

The primary enforcement tool in the WTO Agreements is the Dispute Settlement Understanding (DSU).²⁷ DSU aims to secure a positive resolution to a dispute through a consultation, panel, and appeal procedures. The parties involved in dispute settlement are Members, that is, governments, and not producers or consumers. In this arena, the interests of consumers are represented through the actions of their governments. Through the DSU procedures, WTO members have a tool to enable them to protect consumer interests in wine and spirits.

25. See Council Regulation (EEC) No. 822/87, Mar. 16, 1987, as amended, Title II, Rules governing enological practices and processes and Commission Regulation (EEC) No. 2733/94, Nov. 9, 1994.

26. The right of an interested party to challenge the use of a particular geographical indication in the United States does not extend to the right to challenge the compliance by the United States with its obligations under the Agreement on TRIPS. See 19 U.S.C. § 3512(c); see also *Bronco Wine Co. v. United States Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms*, 997 F. Supp. 1309 (E.D. Cal. 1996), 997 F. Supp. 1318 (E.D. Cal. 1997), *aff'd* by the Ninth Circuit in an unpublished opinion dated Feb. 11, 1999, Case No. 98-15444, rehearing *denied* Apr. 13, 1999, *cert. denied* Oct. 18, 1999 (Case No. 99-119).

27. See Final Act Embodying the Results of the Uruguay Round of Multilateral Round of Trade Negotiations Done at Marakesh, Annex 2, available at <<http://www.wto.org/wto/dispute/dsu.htm>>. For a complete discussion of the evolution of the dispute settlement process under the original GATT and the Uruguay Round Agreements, see JACKSON, *supra* note 3, ch. 4.

V. CONCLUSION

Although the purpose of the WTO Agreements is to enhance international trade among countries participating in the multilateral trading system, consumers of wines and spirits have become indirect beneficiaries of the WTO Agreements. First, there will be a wider selection of products due to the enhanced international trade. Moreover, the WTO Agreements enable WTO members to ensure that consumers have accurate information about the geographical origin of these products. The accurate information subsequently allows the WTO member or government to gauge consumer expectations and to secure that public health and safety determinations about these products are based solely on sound science. And what permits the government to adequately address consumer concerns are the common grounds and principles embodied in the WTO Agreements.